FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Complaint fails to state a claim upon which relief can be granted because, upon information and belief, Defendant did not sell the subject vehicle to Plaintiff, Central Florida Toyota was not the agent of TMS, Defendant did not impliedly warrant the subject vehicle to Plaintiffs, Plaintiffs and TMS are not in privity of contract with one another, Plaintiffs did not provide TMS or Toyota-authorized dealerships a reasonable number of attempts to repair the subject motor vehicle and/or the vehicle was repaired within a reasonable number of repair attempts, the vehicle is not defective because it is operating as designed and/or all purported conditions have been corrected, the conditions complained of by Plaintiffs do not substantially impair the use, value, or safety of the vehicle, and Plaintiff could not revoke acceptance of the vehicle to TMS and/or did not timely revoke acceptance of the vehicle.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by unforeseen, intervening, and/or superseding causes to the extent that any facts are revealed which support that any breach of warranty which gives rise to Plaintiffs' claims were not a result of TMS' conduct.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims may be barred by Plaintiffs' contributory negligence and/or assumption of the risk to the extent that the vehicle did not conform to the warranty or appeared not to conform the warranty, or that Plaintiffs knew or should have known that the vehicle they were purchasing and/or using had the alleged conditions or defects they complaint of, yet they purchased the vehicle anyway.

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